

92009897

RETURN TO: Clark Treasurer, TOWN OF SCHERERVILLE
833 W. Lincoln Highway, Suite B20W
Schererville, IN 46375

UTILITY LIEN

Anthony J. Szymonik hereby create and give a lien to

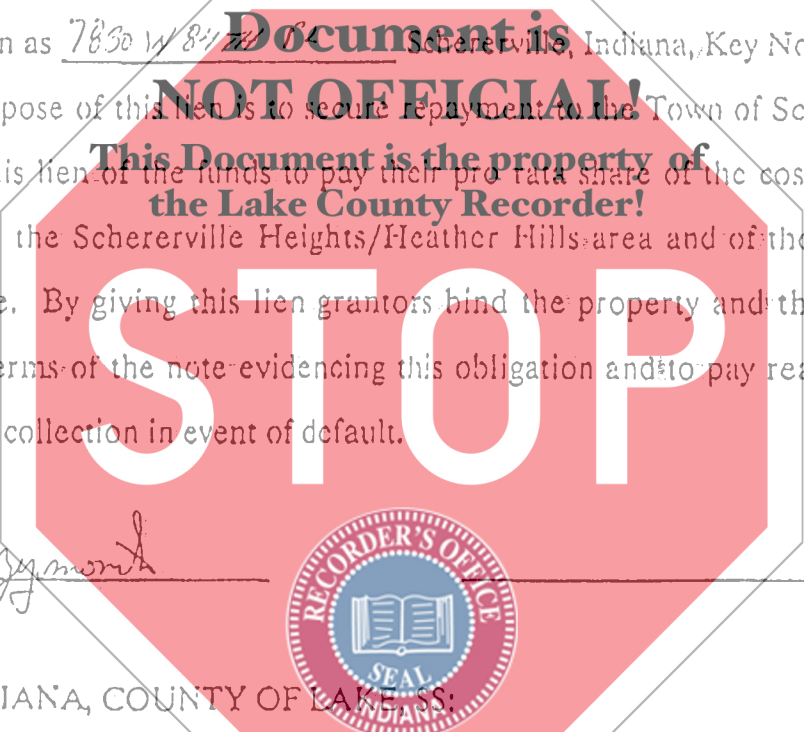
the TOWN OF SCHERERVILLE, INDIANA on the following described real property:

Lot 156, Unit 2, Section 6, Schererville Heights as recorded in Plat Book 39,
Page 14, in the Office of the Recorder of Lake County, Indiana.

Key# 11-179-29 7830 West 84th Place Crown Point Indiana 46307

commonly known as 7830 W 84th Schererville, Indiana, Key No. 11-179-29

The purpose of this lien is to secure repayment to the Town of Schererville its loan to grantors of this lien of the funds to pay their pro rata share of the costs of extension of water service to the Schererville Heights/Heather Hills area and of the promissory note evidencing same. By giving this lien grantors bind the property and their successors in interest to the terms of the note evidencing this obligation and to pay reasonable attorney fees and costs of collection in event of default.



Anthony J. Szymonik



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared Anthony J. Szymonik being first duly sworn upon their oaths, states that the facts set forth in the foregoing instrument are true. Signed and sealed this 5th day of July, 1991.

Mary J. Sulek
Notary Public

My Commission Expires: 3/13/92
County of Residence of Notary: Lake

MARY J. SULEK
Notary Public, Lake Co., IN
My Comm. Expires March 13, 1992

This instrument was prepared by:
Edward P. Grimmer, Attorney at Law
603 North Main Street, Crown Point, IN 46307

gce

INSTALLMENT PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of THE TOWN OF SCHERERVILLE, the sum of two thousand one hundred Dollars (\$ 2100.00) at the office of the Clerk-Treasurer, Town of Schererville, with interest from MARCH 10, 1992, on the unpaid balance at the rate of ten and one-half per cent (10.5%) per annum before maturity, or so long as there is no uncured default in the payment of any installment of principal or interest, and with interest at the rate of ten and one-half per cent (10.5%) per annum after maturity, whether by acceleration or otherwise, or while there exists any uncured default hereunder, until paid, without relief from valuation and appraisal laws and with attorney fees. Said principal and interest are payable as follows:

In monthly installments of Forty-five Dollars and fourteen Cents (\$ 45.14), which monthly installments include principal and interest, said monthly installments shall commence on March 10, 1992, and a similar monthly installment of forty-five Dollars and fourteen Cents (\$ 45.14) which includes interest and principal, shall be paid on the 1st day of each month thereafter until March 10, 1997, at which time the remaining unpaid balance and all accrued interest plus any other payments required of the maker to be paid, shall become due and payable in full. Each of said monthly installments shall be applied first to the payment of interest and then towards the reduction of principal balance remaining due.

In the event of a default in payment of any installment of principal or interest when due, or if for any reason the holders deem itself insecure, the entire unpaid balance of principal and interest evidenced by this note shall become immediately due and payable, without notice or demand, at the option of the holder thereof. No delay on the part of the holder hereof in exercise of said option shall operate as a waiver thereof, or preclude the exercise of such option at any time during the continuance of such default or upon the occasion of any later default. The makers and endorsers of this note jointly and severally waive presentment for payment, protest, notice of protest and notice of nonpayment of this note. The makers shall have the privilege of prepaying this note, in any amount at any time without penalty.

In the event the makers convey title to the property benefited and liened hereby, this note shall be due and payable in full.

Signed and delivered at Schererville, Indiana, this 6th day of Feb, 1992

Anthony J. Dymovich

This note is secured by a Utility Lien of even date on the following real property located in Lake County, Indiana:

commonly known as 7830 N. 84th Place Schererville, Indiana,
Key No. 11 179-29